

Escrow # 759295C

Submitted for Recordation By
and Return To



N.C.C.L.S. #5768, COLLATERAL SERVICES.
P.O. Box 2190
RANCHO CORDOVA, CA 95740

Account No: 20030603186916998
CAP ID No: 980581918440

Space Above This Line for Recorder's Use

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 10TH day of MARCH, 1998, by LELAND BENDER AND BONNIE BENDER, owner of the land hereinafter described and hereinafter referred to as "Owner", and BANK OF AMERICA NT & SA, A NATIONAL BANKING ASSOCIATION, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT, WHEREAS, LELAND BENDER AND BONNIE BENDER, did execute a deed of trust dated MARCH 8, 1996, to BANK OF AMERICA NEVADA, A NEVADA BANKING CORPORATION, as Beneficiary covering:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

to secure a note in the sum of \$40,000.00, dated MARCH 8, 1996, in favor of BANK OF AMERICA NEVADA, A NEVADA BANKING CORPORATION, which deed of trust was recorded MARCH 12, 1996, in book 396, page 1606, as instrument no. DOCUMENT NO. 383024, Official Records of said County; and \$N/A

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$194,000.00, dated MARCH 7, 1998, in favor of NORWEST MORTGAGE, INC., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above-mentioned, shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above-mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the deed of trust first above-mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above-mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above-mentioned.

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NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above-referred to, it is hereby declared, understood and agreed, as follows:

(1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above-mentioned;

(2) That Lender would not make its loan above-described without this subordination agreement; and

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above-mentioned to the lien or charge of the deed of trust in favor of Lender above-referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above-mentioned, which provides for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that;

(a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above-referred to, and (ii) all agreements, including but not limited to, any loan or escrow agreements between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(b) Lender, in making disbursement pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above-mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above-referred to, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into, which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the deed of trust first above-mentioned that said deed of trust has by this instrument, been subordinated to the lien or charge of the deed of trust in favor of Lender above-referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

BENEFICIARY:
Bank of America National Trust and Savings Association
Successor By Merger

OWNER(S):
Leland Bender, by Bonnie Bender
His Atty in Fact 3/12/98
LELAND BENDER Date

Bonnie Bender 3/12/98
BONNIE BENDER Date

March 10, 1998

Inderjit Jolly Consumer Loan Processor Date

_____ Date

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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On March 10, 1998 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared Inderjit Jolly, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature *Chris Miller*

This document bears embossment

COPY

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STATE OF NEVADA

County of Douglas } ss.

On this 12th day of March in the year one thousand nine hundred and ninety eight personally appeared before me, JANET LEE HARDY

for said Douglas County BONNIE BENDER

known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of LELAND BENDER

and he, the said affiant acknowledged to me that he signed the name of the said LELAND BENDER

thereto as principal and her own name as attorney in fact, and that as such attorney in fact she executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp, at my office in Douglas County the day and year last above written.

JANET LEE HARDY (Signature)



CARLISLE'S FORM NO. 24N-(ACKNOWLEDGMENT-ATTORNEY IN FACT) B33970

STATE OF NEVADA, County of Douglas

On March 12, 1998 DATE personally appeared before me,

a Notary Public (or judge or other authorized person, as the case may be),

BONNIE BENDER who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.

JANET LEE HARDY (Signature) Signature of Notary



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"EXHIBIT A"

Lot 50, in Block B, as shown on the final map of PLEASANTVIEW PHASE 3, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on December 4, 1992, in Book 1292, Page 815, as Document No. 294729.

A.P.N. 27-755-15

COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 MAR 17 P12:18

LINDA SLATER
RECORDER

S 11⁵⁰ PAID *K2* DEPUTY

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